

1904, art. 93, sec. 301. 1888, art. 93, sec. 205. 1860, art. 93, sec. 288. 1798, ch. 101, sub. ch. 13, sec. 5.

305. But if in effect nothing shall pass by such devise, she shall not be thereby barred whether she shall or shall not renounce as aforesaid, it being the intent of this article, and consonant to justice, that a widow accepting or abiding by a devise, in lieu of her legal right, shall be considered as a purchaser with a fair consideration.

A widow is only to be regarded as a purchaser to the extent of the value of the share which she would have taken if she had renounced. *Chew v. Farmers' Bank* 2 Md. Ch. 231; *Thomas v. Wood*, 1 Md. Ch. 300; *Hall's Case*, 1 Bl. 205.

Since the widow is a purchaser under this section, a devise to her, if it does not exceed what she would be entitled to at common law, will not abate to pay debts in favor of specific legatees. *Mayo v. Bland*, 4 Md. Ch. 491.

As the widow is a purchaser under this section, in case the property devised to her is sold for the payment of the testator's debts, the sale should be subject to the widow's rights. *Gibson v. McCormick*, 10 G. & J. 113.

In order to entitle the widow to her dower under this section, there must be clear proof that nothing passed by the devise. A widow's claim under this section against mortgaged premises, passed on. *Chew v. Farmers' Bank*, 9 Gill, 371.

This section does not alter the necessity of a renunciation under section 302, and the fact that the widow is insane is immaterial. *Collins v. Carman*, 5 Md. 529.

This section applied, and the word "purchaser" construed. *Coomes v. Clements*, 4 H. & J. 483.

This section applied, and referred to in construing a will. *Daughters v. Lynch*, 93 Md. 309. And see *Kuykendall v. Devecmon*, 78 Md. 542; *Gough v. Manning*, 26 Md. 366; *Durham v. Rhodes*, 23 Md. 241; *Snively v. Beavans*, 1 Md. 223; *Mantz v. Buchanan*, 1 Md. Ch. 205.

Cited but not construed in *Power v. Jenkins*, 13 Md. 458.

See notes to sec. 317.

Ibid. sec. 302. 1888, art. 93, sec. 296. 1860, art. 93, sec. 289. 1715, ch. 39, sec. 37.

306. If any married woman shall have any estate settled on her by her husband by jointure or other settlement, before marriage, such jointure or settlement shall bar her of her dower of such husband's lands, yet it shall be lawful for her to accept what her husband shall by his last will and testament devise to her.

This section does not deprive the wife of her power to bar her dower by any other form of *ante-nuptial* contract. Effect of this section. *Nail v. Maurer*, 25 Md. 539.

See notes to sec. 317.

Ibid. sec. 303. 1888, art. 93, sec. 297. 1860, art. 93, sec. 290. 1798, ch. 101, sub-ch. 13, sec. 6. 1880, ch. 253.

307. If the widow commit waste in the lands of the deceased she shall be liable to an action by the heir or devisee, or his guardian.

See notes to sec. 317.

Ibid. sec. 304. 1888, art. 93, sec. 298. 1860, art. 93, sec. 291. 1849, ch. 543. sec. 1. 1862, ch. 101. 1884, ch. 107.

308. In all cases where administration shall have been or shall hereafter be granted upon the estate of any married man who has left a widow and an infant child or infant children surviving him, the said